

1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE DISTRICT OF NEVADA**

3
4 LYDIA LEE, AND CAROLYN
5 BISSONETTE, individually and on behalf of
6 all others similarly situated,

7 Plaintiffs,

8 vs.

9 ENTERPRISE LEASING COMPANY-
10 WEST, LLC, a Delaware LLC, and
11 VANGUARD CAR RENTAL USA, LLC, a
12 Delaware LLC

13 Defendants.

Case No. 3:10-cv-00326-LRH-(WGC)

ORDER GRANTING

PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AND APPROVAL OF THE
FORM OF NOTICE

14 WHEREAS, the Court has reviewed Plaintiffs' Motion for Preliminary Approval
15 of Settlement, Approval of the Form of Notice, and the Memorandum in Support,
16 including all supporting exhibits, filed on November 4, 2014 ("Plaintiffs' Motion"); and
17 has reviewed the Settlement Agreement, and exhibits thereto (the "Settlement
18 Agreement"); submitted with Plaintiffs' Motion (collectively, the "Settlement
19 Documents" or the "Settlement"); and

20
21 WHEREAS, Plaintiffs having made application, pursuant to Federal Rule of Civil
22 Procedure 23(e), for an order preliminarily approving the settlement of this Litigation
23 with Enterprise Leasing Company-West, LLC, and Vanguard Car Rental USA, Inc.
24 (collectively, "Defendants"), in accordance with the terms and conditions set forth in the
25 Settlement Documents for a proposed settlement of the Litigation, and for dismissal with
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1 prejudice of the Litigation with respect to Defendants upon the terms and conditions set
2 forth therein; and the Court having read and considered the Settlement Documents; and,

3 WHEREAS, except where otherwise defined herein, all capitalized terms
4 contained herein shall have the same meanings as set forth in the Settlement Agreement;
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6 NOW, THEREFORE, IT IS HEREBY ORDERED:

7 1. Upon review of the record and the Settlement Documents, the Court finds
8 that the proposed Settlement was arrived at by arm's length negotiations by highly
9 experienced counsel, and that the Proposed Settlement falls within the range of possible
10 approved settlements, and is hereby preliminarily approved, subject to further
11 consideration at the Fairness Hearing provided for below.
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14 2. Within 60 days after the date of entry of this Order, Defendants shall cause
15 copies of the Mailed Notice, substantially in the form attached as Ex. A-1 and A-2 to the
16 Settlement Agreement to be mailed by e-mail and by standard mail, postage prepaid, to
17 all members of the Class, to the extent that they can be identified with reasonable
18 diligence.
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20 3. The foregoing forms of Class Notice, and the notice plan as set forth in
21 Section 3.2 to the Settlement Agreement consisting of both e-mail and standard mail
22 notice to all class members and of establishment of a case-specific website are hereby
23 found to be the best means of providing notice under the circumstances and, when
24 completed, shall constitute due and sufficient notice of the Settlement and Fairness
25 Hearing to all persons affected by and/or entitled to participate in the Settlement, in full
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1 compliance with the notice requirements of Rule 23 of the Federal Rules of Civil
2 Procedure and due process of law.

3 4. The costs of notice, of administration of the website and, as incurred, of
4 processing of claims, shall be paid by Defendants.
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6 5. As described in the Class Notice, any Class member may opt out of the
7 Class by so indicating on the case-specific website on or before 04/13/2015 or by mailing
8 a request for exclusion to Class Counsel postmarked on or before 04/13/2015.
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10 6. Any Class member who does not properly and timely mail a Request for
11 Exclusion as set forth above and in the Settlement Notice shall be included in the Class
12 and shall be bound by all the terms and provisions of the Settlement Agreement, whether
13 or not such Class Member shall have objected to the Settlement and whether or not such
14 Class Member makes a claim upon or participates in the Settlement.
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16 7. Within 10 days of the date hereof, Defendants shall serve the United States
17 Department of Justice and the Attorney General of each State with the documents and
18 information required by 28 U.S.C. § 1715(d).
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20 8. Class Counsel shall file their application for attorneys' fees and costs and
21 expenses, and application for service awards for Representative Plaintiffs on or before
22 03/30/2015, subject to the procedures and limitations set forth in the Settlement
23 Agreement. As set forth in the Settlement Documents, all amounts awarded for
24 attorneys' fees, costs and expenses shall be paid by Defendants.
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1 9. Class Counsel shall file their motion for final approval of the Settlement
2 and their fee application on or before 03/30/2015.

3 10. Class members' Objections to the Settlement and/or the fee application
4 must be postmarked on or before 04/13/2015.

5 11. Any reply papers in support of the Settlement and fee application must be
6 filed on or before 04/27/2015.

7 12. The Court will hold a final Fairness Hearing on Tuesday, May 12, 2015, at
8 10 am in Courtroom 3 at the United States District Court for the District of Nevada
9 (Reno), to consider: (a) the fairness, reasonableness, and adequacy of the Settlement; (b)
10 the fee petition and application for a service award by Plaintiffs.

11 13. Any Class Member who has not submitted a Request for Exclusion may
12 appear at the Fairness Hearing in person or by counsel and may be heard, to the extent
13 allowed by the Court, either in support of or in opposition to the fairness, reasonableness
14 and adequacy of the Settlement, the fee petition and incentive awards, or plan of
15 allocation; provided, however, that no person shall be heard in opposition to the
16 Settlement, the fee petition, incentive award, or plan of allocation, and no papers or
17 briefs submitted by or on behalf of any such person shall be accepted or considered by
18 the Court, unless such person has delivered by hand or sent by first class mail written
19 objections, postmarked no later than 04/13/2015, to:

20 Clerk of the Court
21 United States District Court for the District of Nevada
22 400 S. Virginia Street
23 Reno, NV 89501
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1 with copies to Counsel of Record, as provided in the Notice.
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3 14. Any Class Member who does not make his or her objection in the manner
4 and by the time provided herein shall be deemed to have waived such objection and
5 shall forever be foreclosed from making any objection to the fairness or adequacy of the
6 proposed settlement as set forth in the Settlement Agreement, to the plan of distribution,
7 or to the award of attorneys' fees and expenses to Class Counsel, unless otherwise
8 ordered by the Court. The manner in which a notice of objection shall be prepared,
9 filed, and delivered shall be stated in the Class Notice.
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12 15. Class Members shall submit their Registration Forms no later than sixty
13 (60) days after the Fairness Hearing.
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15 16. The date and time of the Fairness Hearing shall be set forth in the Class
16 Notice, but shall be subject to change by the Court without further notice to the members
17 of the Class other than that which may be posted at the Court, on the Court's website
18 and the website created for the administration of the Settlement by the Claims
19 Administrator. The Court may approve the Settlement, with such modifications as may
20 be agreed to by the Settling Parties, if appropriate, without further notice to the Class.
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23 17. In the event the Settlement is not approved by the Court, or entry of a
24 Settlement Order and Judgment provided in the Settlement Agreement does not occur
25 for any reason, then the Settlement Agreement, and all proceedings had in connection
26 therewith shall be null and void, except to the extent such nullification and avoidance
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1 would be contrary to the Settlement Agreement, and without prejudice to the *status quo*
2 *ante* rights of Plaintiffs, Defendants and the members of the Classes.

3 18. In accordance with the Settlement Agreement, neither the agreements
4 themselves, nor any and all of the negotiations, statements, and proceedings in
5 connection herewith, shall be construed or deemed to be evidence of an admission or
6 concession on the part of Plaintiffs, any Defendant, any of the Releasees, any member of
7 the Class, or any other person of the truth of any of the allegations in the Litigation and
8 of any liability, fault or wrongdoing of any kind.
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10 DATED this 12th day of December, 2014.

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14 LARRY R. HICKS
15 UNITED STATES DISTRICT JUDGE
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